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Wednesday, May 31, 2023

SENT VIA EMAIL: dwestland@westlandbennett.com

David W. Westland
Westland & Bennett, PC.
2929 Carlson Drive, Suite 300
Hammond, IN 46323

Re: Michael Talarico
Vs.: Town of Munster
Cause No.: C-255644

Dear Mr. Westland:

Attached please find the signed Compromise Agreement and Petition for Approval.

Sincerely,

LAW OFFICES OF DAVID W. HOLUB, P.C.

A handwritten signature in dark ink, appearing to read "David W. Holub".

BY: DAVID W. HOLUB

DWH/kh

**BEFORE THE WORKER'S COMPENSATION BOARD
STATE OF INDIANA**

MICHAEL TALARICO,)	
Plaintiff,)	
)	
v.)	Case No. C-255644
)	
TOWN OF MUNSTER,)	
Defendant.)	

**COMPROMISE AGREEMENT AND PETITION
FOR APPROVAL PURSUANT TO INDIANA CODE §22-3-2-15**

Comes now Plaintiff, Michael Talarico, in person and/or by counsel David Holub, and Defendant, Town of Munster, by counsel David Westland, and it is now agreed and stipulated by and between the parties that:

1. The Worker's Compensation Board of Indiana has jurisdiction of this claim and the Board, or individual Hearing Member assigned to this proceeding, may take such further action as is necessary to carry out the provisions of this Agreement without further notice to the parties, which notice is hereby waived.
2. On or about March 1, 2022, Plaintiff filed an Application for Adjustment of Claim with the Worker's Compensation Board, alleging that on January 14, 2022, Plaintiff sustained an accidental injury while in the course and scope of Plaintiff's employment with Defendant when he slipped and fell on ice. Plaintiff further alleged that Plaintiff incurred medical expenses, sustained a period of temporary total disability, and sustained a permanent partial impairment as a result of this injury.
3. Plaintiff's claim was accepted as compensable, and medical care and indemnity benefits were directed.
4. Said incident injured Plaintiff, leading to diagnoses of mild traumatic brain injury with tinnitus and bilateral hearing loss, as well as low back pain.
5. On September 15, 2022, Dr. Richard Cristea, MD found Mr. Talarico to be at MMI from a neurological standpoint and released him to work without restrictions based on the job description stating he is not required to lift more than 20 pounds.
6. On or around October 11, 2022, Plaintiff appeared for a functional capacity evaluation, during which it was determined that Plaintiff be placed at a

full duty capacity of working based on the newly updated job description requiring him to lift up to 50 pounds. [See Exhibit A.]

7. On October 25, 2022, Dr. Richard Cristea, MD found Mr. Talarico to be at MMI from a neurological standpoint and released him to work based on the newly updated job description stating he was required to lift up to 50 pounds.

8. On February 15, 2023, Dr. Stephen S. Karol, MD determined Mr. Talarico to have a 2% whole person PPI rating. [See Exhibit B.]

9. A disagreement remained between Plaintiff and Defendant regarding benefits Plaintiff was entitled to receive because of this injury incident.

10. By reason of this dispute, and in recognition of the uncertainty and expense of litigating Plaintiff's claim, the parties have agreed that Plaintiff's claim be fully and finally compromised and settled in accordance with the following:

a. The injuries allegedly received by Plaintiff on or about January 14, 2022, and any aggravations, complications or consequences resulting from or relating to those injuries have reached a permanent and quiescent state.

b. Defendant shall pay to Plaintiff a total anticipated settlement of \$5,500.00 for Plaintiff's injuries, including any claims for temporary or permanent benefits and expenses.

c. At this time, the only outstanding medical bill is from The Neurological Institute & Specialty Centers for \$1,701.00. This bill will be paid by the worker's compensation carrier.

11. Plaintiff hereby moves for dismissal, with prejudice, of Plaintiff's Application.

12. The execution of this Agreement is not an admission of liability by Defendant with respect to any claim or other matter.

13. Plaintiff represents and warrants that no promise or inducement not contained herein has been offered to Plaintiff, and that this Agreement is executed without reliance upon any statement or representation by Defendant, its employees, agents, representatives, attorneys, insurance carriers or third party administrators concerning the nature or extent of any injury or damages.

14. Plaintiff hereby releases and forever discharges Defendant, its

employees, agents, representatives, insurance carriers, third party administrators, and attorneys from any and all claims and liability, whether known or unknown, pursuant to the Indiana Worker's Compensation Act, arising out of or relating to Plaintiff's injuries allegedly sustained on January 14, 2022, or any aggravation, complications or consequences relating thereto or arising therefrom; whether known or unknown, and shall make no further claim nor attempt to reopen or modify any award entered hereon before the Worker's Compensation Board for damages, lost wages, medical expenses, temporary total disability, temporary partial disability, permanent partial impairment, or total permanent disability, and without regard to whether said damages, lost wages, medical expenses, temporary total disability, temporary partial disability, permanent partial impairment, or total permanent disability have been incurred to date or may be incurred at any time in the future. Plaintiff hereby expressly acknowledges that Plaintiff is waiving any right to reopen or modify Plaintiff's claim or any award pursuant to I.C. §22-3-3-27 or similar provision.

15. Consistent with paragraph 10 (a) – (c), and notwithstanding the outstanding medical bill from The Neurological Institute & Specialty Centers for \$1,701.00, which Defendant has hereby agreed to pay, the parties further agree that any and all medical bills and expenses for authorized medical treatment that remain unpaid by the Defendant as of the date this Award is approved shall remain the financial responsibility of the Defendant. However, any and all medical bills and expenses for unauthorized medical treatment that remain unpaid as of the date this Award is approved are deemed not causally related to the work-related injuries claimed herein and are the responsibility of the Plaintiff.

16. The statements, representations and covenants contained herein are not merely evidentiary and demonstrative to the Board, but are contractual and binding upon the parties.

17. Plaintiff represents and warrants that Plaintiff has read this Agreement and understands its legal effect.

18. Plaintiff agrees that Defendant and its worker's compensation carrier have not engaged in bad faith regarding this claim or any terms set forth in this Agreement.

19. It is further agreed and Plaintiff expressly represents to the Worker's Compensation Board under the penalties of perjury that to the extent that Plaintiff is eligible for Social Security benefits and Medicare, it is not the purpose of this Settlement Agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment of work-related conditions.

20. This Agreement is intended as full and final settlement of all claims,

rights and duties of Plaintiff with respect to any injuries or aggravation thereof sustained by Plaintiff prior to the date of this Agreement.

21. The parties agree that the approval by the Worker's Compensation Board carrying into effect the provisions of this Agreement shall be deemed by the parties to constitute an approval of the settlement set forth herein and a waiver of all future rights against the Defendant under the Indiana Worker's Compensation Act.

22. The parties specifically waive their respective rights to appeal this claim or have the same reviewed by the Full Worker's Compensation Board pursuant to the Indiana Code and the rules of the Board, upon issuance of an Award pursuant to the agreement herein and approval of this agreement by an individual member of the Board.

23. This Agreement is entered into by and among the parties solely to effectuate a compromise settlement agreement and to secure approval thereof by the Worker's Compensation Board of Indiana pursuant to I.C. §22-3-2-15 and this Agreement shall be of no force or effect absent approval of this Agreement by the Board or an individual member.

WHEREFORE, the parties hereby request that this Agreement be approved by the Worker's Compensation Board of Indiana.

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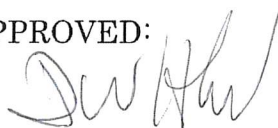
IN WITNESS WHEREOF, the parties hereunto have caused their signatures to be affixed on the dates appearing opposite their signatures.

APPROVED:

X Michael J. Talarico
Michael Talarico, Plaintiff
DOB: 03/14/1965
(708) 922-1763

DATE: MAY 26Th 2023

APPROVED:

X 
LAW OFFICES OF DAVID W. HOLUB, P.C.
BY: DAVID W. HOLUB, #8220-64
Attorney for Plaintiff
8403 Merrillville Rd.
Merrillville, IN 46410
(219) 736-700
holub@davidholublawn.com

DATE: 5/26/23

APPROVED:

X 
WESTLAND & BENNETT, P.C.
BY: DAVID WESTLAND,
Attorney for Defendant
2929 Carlson Dr., Suite 300
Hammond, IN 46323
(219) 440-7550
dwestland@westlandbennett.com

DATE: 5/16/23